

EASEMENT - DISTRIBUTION FACILITIES  
(Metes and Bounds)

TO BE RECORDED: YES ☒ NO ☐

This instrument prepared by:

Jeff J. Callicott

STATE OF ALABAMA }  
COUNTY OF Shelby }  
TAX ID # \_\_\_\_\_

W.E. No. 61700-00-04154  
Parcel No. 7041388  
Transformer No. S-12840

Alabama Power Company  
P. O. Box 2641  
Birmingham, Alabama 35291

A. GRANT KNOW ALL MEN BY THESE PRESENTS, That

~~Progressive Finishes~~ JJ&D Inc.

as grantors (s), (the "Grantor", whether one or more) for and in consideration of One and No/100 (\$1.00) and other good and valuable consideration, to Grantor in hand paid by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described and designated in Section B below.

B. RIGHTS The easements, rights and privileges granted hereby are as follows:

- Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described in Section C below, along a route to be selected by the Company which is generally shown on the Company's final location drawing (which shows the general location of underground Facilities, if any, by cross-hatching indicating an area not greater than ten feet (10') in width), all poles, towers, wires, conduits, fiber optics, cables, trans closures, transformers, anchors, guy wires and other Facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power, and also the right to clear and keep clear a strip of land extending five feet (5') to either side of the center line of underground Facilities and fifteen feet (15') to either side of the center line of overhead Facilities; further, the right in the future to install and utilize intermediate poles in line for overhead Facilities and the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the thirty foot (30') strip for overhead Facilities that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the overhead Facilities.
- Line Clearing.** The right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon the electric transmission or distribution lines, poles, towers or other Facilities now or hereafter located adjacent to the Property described in Section C below along a route to be selected by the Company generally shown on the Company's final location drawing, and also the right to clear and keep clear all trees, undergrowth, and other obstructions on property in which Grantor has an interest within fifteen feet (15') of the center line of the lines of such poles, towers or other Facilities.
- Guy Wires and Anchors.** The right to implant, install and maintain anchor(s) of concrete, metal or other material on and under the Property described in Section C below, and to construct, extend and maintain guy wires from such anchor(s) to structures now or hereafter erected adjacent to such Property or property adjacent thereto (collectively, "Guy Wire Facilities") along a route to be selected by the Company generally shown on the Company's final location drawing; and also the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs that, in the sole opinion of the Company, might now or may hereafter endanger, interfere with or fall upon any of the Guy Wire Facilities.

Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from the Facilities and Guy Wire Facilities, as applicable, and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under and above said Facilities and Guy Wire Facilities, as applicable.

C. **PROPERTY DESCRIPTION** The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following described real property situated in Shelby County, Alabama (the "Property"):

For legal description, see Exhibit "A" attached hereto and made a part hereof.



20050203000056270 Pg 1/4 20.50  
Shelby Cnty Judge of Probate, AL  
02/03/2005 15:00:00 FILED/CERTIFIED

D. **ADDITIONAL PROVISIONS.** In the event it becomes necessary or desirable for the Company to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned Grantor(s) has/have set his/her/their hand(s) and seal(s) this the 20 day of Oct, 2004.

Witness

Witness

Witness

(Grantor)

(Grantor)

By:

As:

(SEAL)

(SEAL)

(SEAL)

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by \_\_\_\_\_, authorized representative, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST (if corporation) or WITNESS:

\_\_\_\_\_  
(Grantor - Name of Corporation/Partnership/LLC)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Its: \_\_\_\_\_  
[Indicate President, General Partner, Member, etc.]

**INDIVIDUAL NOTARIES**

STATE OF ALABAMA }  
COUNTY OF \_\_\_\_\_ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_ whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.  
Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF ALABAMA }  
COUNTY OF \_\_\_\_\_ }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_ whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she/they executed the same voluntarily, on the day the same bears date.  
Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**TRUSTEE/CORPORATION/PARTNERSHIP/LLC NOTARY**

STATE OF ALABAMA }  
COUNTY OF Shelby }

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Johnny W Davis whose name as President of JJD Inc a Corporation [as \_\_\_\_\_], is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he/she, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said \_\_\_\_\_ [acting in such capacity as aforesaid].

Given under my hand and official seal, this the 20th day of Oct 2004.

[SEAL]

Lawrence Davis  
Notary Public  
My commission expires: Sept 30, 2005

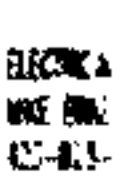
**For Alabama Power Company Corporate Real Estate Department Use Only**

All facilities on Grantor: \_\_\_\_\_ Station to Station: \_\_\_\_\_



LEGAL DESCRIPTION:

PART OF THE NE ¼ OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
FROM THE SOUTHWEST CORNER OF THE NE ¼ OF THE NE ¼ RUN NORTH 90 ° 00' EAST ALONG THE SOUTH LINE OF SAID ¼-¼ FOR A DISTANCE OF 29.39 FEET TO A POINT "A"; THENCE TURN AN ANGLE TO THE RIGHT OF 65°04' 35" AND RUN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 821.06 FEET MORE OR LESS, TO THE CENTERLINE OF AN EXISTING BUCK CREEK BEING THE POINT OF BEGINNING; THENCE TURN AN ANGLE TO THE RIGHT OF 180°00' AND RUN IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 821.06 FEET, MORE OR LESS, TO THE AFOREMENTIONED POINT "A"; THENCE CONTINUE, IN A NORTHWESTERLY DIRECTION ALONG LAST MENTIONED COURSE FOR A DISTANCE OF 658.59 FEET TO AN EXISTING IRON PIN BEING ON THE SOUTH RIGHT-OF-WAY LINE OF INDUSTRIAL ROAD; THENCE TURN AN ANGLE TO THE LEFT (62°01' TO TANGENT) AND RUN IN NORTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID INDUSTRIAL ROAD RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE (HAVING A CENTRAL ANGLE OF 3°20'35" AND A RADIUS OF 2,824.98 FEET FOR A DISTANCE OF 164.83 FEET TO THE END OF SAID CURVE; THENCE CONTINUE IN A WESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID INDUSTRIAL ROAD RIGHT-OF-WAY FOR A DISTANCE OF 277.53 FEET TO AN EXISTING IRON PIN BEING ON THE NORTHEAST LINE OF AN EXISTING ALABAMA POWER COMPANY RIGHT-OF-WAY, THENCE TURN AN ANGLE TO THE LEFT OF 114°38'25" AND RUN IN A SOUTHEASTERLY DIRECTION ALONG SAID NORTHEAST LINE OF SAID ALABAMA POWER COMPANY RIGHT-OF-WAY FOR A MEASURED DISTANCE OF 1848.81 FEET, MORE OR LESS, TO THE CENTER LINE OF THE MEANDERINGS OF BUCK CREEK; THENCE TURN AN ANGLE TO THE LEFT AND RUFF IN A GENERALLY NORTHEASTERLY DIRECTION ALONG THE CENTERLINE OF THE MEANDERINGS OF BUCK CREEK FOR A DISTANCE OF 480 FEET, MORE OR LESS TO THE POINT OF BEGINNING.



JOB VERO SOUTH -

DETAIL. PROGRESSIVE FIN  
SERVICE TO AD

OPAWY SL ENGR C. TROUGH DATE 10-06-04 SCALE 1" = 100'

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_ SHEET 1 OF 3 SHEETS

ASSIGNED: \_\_\_\_\_ DATE \_\_\_\_\_ S. F. P. SEDES